

**U.S. General Services Administration
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY
Former Portion Red River Army Depot
IFB #: USACE-R-1821
Sale #: FTWOR716010001
GSA Control #: 7-D-TX-0481
IFB Issue Date: 4/8/2016**

The Property is located near the intersection of State Highway 82 and State Highway 8, New Boston, TX 75570. The Property contains approximately 310.664 acres of pine and hardwood timber of varying age and management stage. The growth stages include seedlings to mature pine sawlog stands and a range of management prescriptions from the first thinnings to mature seed tree removals. There are no other improvements to the land.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.

Auction Summary

Sale Type: **Online Auction**

Start Date: **May 6, 2016 at 8:00 a.m. Central**

End Date: **Based on Bidding**

Starting Bid: **\$1.00**

Registration Deposit: **\$20,000**

Sales Information

Joe Potter
Phone: 817-978-4240
e-mail: joseph.potter@gsa.gov

Online Auction

RealEstateSales.gov

Register and submit your bid

Online Auction Assistance

Joe Potter
Phone: 817-978-4240
e-mail: joseph.potter@gsa.gov

Send Bid Form and Registration

Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Room 11A30
Fort Worth, TX 76102
Attn: Joe Potter

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

View: EA, ECP, FNSI, FOST

Inspection Opportunities:

The Property will be open for inspection by Open House. Open House dates are TBD.

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Property is located in Bowie County, Texas adjacent to the City of New Boston, TX near the intersection of State Highway 82 and State Highway 8, New Boston, TX 75570. The property is bounded by State Highway 82 to the north, by State Highway 8 to the west, and by the Red River Army Depot to the east and south.

2. SALE PARCEL DESCRIPTION

The Property contains approximately 310.664 acres of forestry managed pine and hardwood timber of varying age and management stage. The growth stages include seedlings to mature pine sawlog stands and a range of management prescriptions from first thinnings to mature seed tree removals. There are no other improvements to the land.

3. LEGAL DESCRIPTION

All that certain lot, tract or parcel of land lying and situated in the William F. Thompson Headright Survey, Abstract 565, Bowie County, Texas, being a part of that certain tract of land described as Tract No. 513, with 93 acres in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 189, Page 475 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from The Scottish American Mortgage Company, Limited to C. W. Jones, dated April 8, 1940, recorded in Volume 173, Page 309 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 512 in the deed from James Hubbard, et ux, to the United States of America, dated April 15, 1942, recorded in Volume 190, Page 298 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from L. A. Garries, et ux, to J. Chambers, et ux, dated August 20, 1898, recorded in Volume 20, Page 559 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 511 (1) in the deed from Bob Phillips to the United States of America, dated January 14, 1942, recorded in Volume 183, Page 577 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 426 acres in the deed from P. T. Daniels, et ux, to Lee Tidwell, et al, dated March 4, 1914, recorded in Volume 69, Page 562 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 515 in the deed from Berta Lee Hubbard to United States of America, dated May 26, 1942, recorded in Volume 190, Page 424 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as the Second Tract, with 36.8 acres in the deed from A. B. Barfield, et ux, to Berta Lee Hubbard, dated February 18, 1941, recorded in Volume 182, Page 128 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 516 in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 184, Page 148 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 518(2) in the deed from Berta Lee Hubbard to the United States of America, dated May 28, 1942, recorded in Volume 190, Page 425 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as the First Tract, with 26.8 acres in the deed from A. B. Barfield, et ux, to Berta Lee Hubbard, dated February 18, 1941 recorded in Volume 182, Page 128 of the Deed Records of Bowie County, Texas, all part of that certain tract of land described as Tract No. 511 (2) in the deed from Bob Phillips to the United States of America, dated January 14, 1942, recorded in Volume 183, Page 577 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 426 acres in the deed from P. T. Daniels, et ux, to Lee Tidwell, et al, dated March 4, 1914, recorded in Volume 69, Page 562 of the Deed Records of Bowie County, Texas, all part of that certain tract of land described as Tract No. 517 in the deed from Leon Missildine, et ux, to the United States of America, dated May 29, 1942, recorded in Volume 188, Page 614 of the Deed Records of Bowie County, Texas, all part of that certain tract of land described as Tract No. 641, with 1.5 acres in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 184, Page 478 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from Leon Missildine, et ux, to the City of New Boston, dated April 11, 1941, recorded in Volume 182, Page 205 of the Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2 inch aluminum monument found for a corner (control monument no. 1), stamped SAM, lying in the South right-of-way line of the Texas and Pacific Railway Company Railroad and the North line of the said Tract No. 513, the Northeast corner of that certain tract of land described as 27.31 acres in the Easement for Road or Street from Department of the Army to the State of Texas, dated February 18, 1960, recorded in Volume 382, Page 98 of the Deed Records of Bowie County, Texas,

THENCE North 83 degrees 59 minutes 49 seconds East a distance of 2596.03 feet along the South line of the said Railway, the North line of the said Tract No. 513, and the North line of the said Tract No. 512 to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, said corner bears South 83 degrees 59 minutes 49 seconds West (basis of bearings) a distance of 12805.26 feet from a 5/8 steel rod found for a corner, capped Huitt-Zollars (control monuments no. 2);

THENCE South 06 degrees 28 minutes 19 seconds East a distance of 2137.53 feet to the beginning of a circular curve to the left, tangent to said line to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533;

THENCE in a Southeasterly direction along the arc of the said circular curve a distance of 516.63 feet, with a delta angle of 27 degrees 32 minutes 08 seconds, a radius of 1075.00 feet, a chord bearings of South 20 degrees 14 minutes 34 seconds East, and a chord distance of 511.67 feet to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at the end of the said circular;

THENCE South 34 degrees 00 minutes 27 seconds East tangent to said curve. a distance of 1694.82 feet 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533,;

THENCE South 84 degrees 03 minutes 27 seconds West a distance of 4761.99 feet 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, lying in the East line of the said 27.31 acre tract;

THENCE North 15 degrees 38 minutes 06 seconds East a distance of 2769.65 feet along the East line of the said 27.31 acre tract to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at an angle point; THENCE North 04 degrees 26 minutes 09 seconds East at a distance of 362.87 feet passing a Type II TxDOT right-of-way marker found 6.40 feet East of the property line, continuing in all a distance of 1112.40 feet along the East line of the said 27.31 acre tract to a Type I TxDOT right-of-way marker found for a corner, at an angle point;

THENCE North 05 degrees 29 minutes 59 seconds West a distance of 456.31 feet along the East line of the said 27.31 to the point of beginning and containing 310.664 acres of land, at the time of this survey.

The bearings are based on Grid North within the "Texas Coordinate System of 1983, North Central Zone", NAD83 (CORS96, EPOCH2002.0), with a bearing of North 83 degrees 59 minutes 49 seconds East. The combined scale factor to go from grid to surface is 1.00012. The following control monuments were used to establish the basis of bearings:

Control Monument No. 1

N = 7238243.8018

E = 3216294.5897

Control Monument No. 2

N = 7239854.2960

E = 3231609.5860

4. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

25 Foot Right-of-Way Easement from the Department of the Army to the Lake Texarkana Water Supply.

5. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Water and Sewer

Water/Sewer: City of New Boston
301 East North Front
New Boston, TX 75570
(903) 628-5596

TERMS OF SALE

1. DEFINITIONS

a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants; Bidder Registration and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency conducting this sale in agreement with the United States Army Corps of Engineers (USACE). The USACE has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

d. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

e. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

f. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

g. BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

h. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

i. AUTOMATIC BID

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

j. HIGH BIDDER

The term “High Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

k. BACKUP BIDDER

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

l. EARNEST MONEY

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

m. WEBSITE

The GSA Auctions® website, GSAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov. Additional information can also be found at propertydisposal.gsa.gov.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (#PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

The Property will be available for viewing by Open House. Open House dates are TBD.

No one will be allowed access to the Property without the presence of a GSA employee or designee.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale "**AS IS**" AND "**WHERE IS**" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An "As Is, Where Is" provision will be included in the Deed Without Warranty, attached on Page 21.

The following documents were prepared to examine and describe the environmental condition of the property and will be made available to bidders via <https://propertydisposal.gsa.gov>: Finding of Suitability to Transfer (FOST), Environmental Condition of Property (ECP), Environmental Assessment (EA), and Finding of No Significant Impact (FONSI).

6. ZONING

The property is not currently zoned and lies outside of the city limits of New Boston, Texas.

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

7. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in

the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, the Government will convey its interest in the property by Quitclaim Deed or Deed Without Warranty in substantially the form of the draft quitclaim deed attached as Exhibit A to this Invitation for Bids and in conformity with local law and practice. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona

fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser's agent may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. The Government does not mandate use of an escrow company. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is thirty (30) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) calendar day period.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

17. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$200.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser shall record the Deed Without Warranty in the official records of the county. The Purchaser shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Room 11A30
Fort Worth, TX 76102-6103
Attn: Joe Potter

19. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on May 6, 2016 at 8:00 a.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

(1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's

SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file. You may use a different credit card to provide the required Registration Deposit. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

- (2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.
- (3) Provide Registration Deposit: A deposit in the amount of **\$20,000** (the "Registration Deposit"). must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Room 11A30
Fort Worth, TX 76102-6103
Attn: Joe Potter

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (817) 978-3007 or scanned and emailed to FWRealEstateSales@GSA.gov.

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- a. Registered bidders may bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSAAuctions®, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions® [Terms and Conditions](#).

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. Bidders may also review bid activity by clicking on the "My Messages" tab once logged in. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (817) 978-4240 or (817) 978-2331. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. ONLINE BIDDING

RealEstateSales.gov allows you to place either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. RealEstateSales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the

winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA at (817) 978-4240 or (817) 978-2331 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA AuctionsSM to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on RealEstateSales.gov. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually

within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder.

If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) beginning at the time the increased bid is placed. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

12. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the

bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

15. ACKNOWLEDGMENT AND ACCEPTANCE OF DEED TERMS

- A. Upon bid acceptance, an unexecuted deed will be delivered to Purchaser by mail. Within **five (5)** business days of acceptance of a bid by Government, the Purchaser must sign the Grantee acceptance line of the deed and return it to GSA by mail with the earnest money deposit described in Paragraph 16, Increase of Earnest Money and Transaction Closing, to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Room 11A30
Fort Worth, TX 76102
Attn: Joe Potter

- B. Failure to provide acknowledgment and acceptance of the deed terms will result in a default and forfeiture of the Registration Deposit.
- C. A sample deed which is substantially the same form as the final deed, can be found on page 21 of this IFB.

16. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within **five (5)** business days of acceptance of a bid by the Government, the Purchaser agrees to deposit Earnest Money in the form of a bank certified or cashier's check or wired funds transfer, equal to at least ten percent (10%) of the total bid in addition to any prior credit card deposits. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit. Upon receipt of the Earnest Money deposit, applicable credit card registration deposits may be refunded.

Upon acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within **Thirty (30)** calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

17. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Upon receipt of the Earnest Money described in Paragraph 16, credit card deposits may be refunded.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may

require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

18. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, Instructions to Bidders, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

19. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or RealEstateSales.gov.

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES AND COVENANTS

The following Notices and Covenants will be inserted in the Deed Without Warranty.

The following CERCLA Covenant and Access Provisions, along with the Other Deed Provisions, will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

I. Property Covered by Covenant and Access Rights Made Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)):

For the property, the Grantor provides the following covenants and retains the following access rights:

A. Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)):

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the property prior to the date of this deed shall be conducted by the United States.

B. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the grantee's and the grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States. In exercising such easement and right of access, neither the grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

II. OTHER DEED PROVISIONS:**A. "AS IS"**

a. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

b. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

c. Nothing in this "As Is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

B. HOLD HARMLESS

a. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

b. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

c. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

C. POST-TRANSFER DISCOVERY OF CONTAMINATION

a. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.

b. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

D. ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

NOTICE OF PESTICIDE APPLICATIONS

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantee further acknowledges that where a pesticide was applied by the Grantor or at the Grantor's direction, the pesticide was applied in accordance with its intended purpose and consistently with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations.

The Grantee covenants and agrees that if the Grantee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefore.

This deed was
prepared/reviewed by

_____, Arthur B. Archambeau
Assistant District Counsel

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER

**DEED WITHOUT WARRANTY
FORMER PORTION RED RIVER ARMY DEPOT
NNEW BOSTON, BOWIE COUNTY, TEXAS**

This **DEED WITHOUT WARRANTY**, between the **UNITED STATES OF AMERICA** (hereinafter the "GRANTOR"), acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, pursuant to a delegation of authority from the Secretary of the Army, under the authority of the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377), 40 U.S.C. §101, et seq., as amended, and the Defense Base Closure and Realignment Act of 1990, as amended, 10 U.S.C. § 2687, and delegations and regulations promulgated thereunder, and _____ (hereinafter "GRANTEE").

WITNESSETH THAT:

NOW THEREFORE, GRANTOR, for _____ **DOLLARS AND ZERO CENTS** (\$_____.00), and other good and valuable consideration, and subject to the reservations from and exceptions to conveyance as provided herein, hereby grants, sells and conveys unto GRANTEE, and its successors and assigns, without express or implied warranty, and exclusive of all warranties that might arise by common law and warranties in Section 5.023 of the Texas Property Code (or its successor), the parcel of land located in New Boston, Bowie County, Texas (the "Property"), which Property contains approximately 310.664 acres, more or less, as more particularly described in **Exhibit A** attached hereto and made a part hereof.

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, GRANTEE covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against GRANTEE, its successors and assigns, in perpetuity by the United States and other interested parties as allowed by federal, state or local law; that the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth here are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns.

1. CERCLA NOTICE

Property Covered by Covenant and Access Rights Made Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)):

For the Property, the Grantor provides the following notice, description, and covenant, and retains the following access rights.

2. CERCLA COVENANT

Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)):

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the Property prior to the date of this deed shall be conducted by the United States.

3. RIGHT OF ACCESS

Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)):

A. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to

whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

B. In exercising such easement and right of access, the United States shall provide the grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the grantee's and the grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

C. In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

4. "AS IS"

A. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in

condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this "As Is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

5. HOLD HARMLESS

A. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

6. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.

B. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

7. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are provided in **Exhibit B**, which is attached and made a part hereof. The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

8. ANTI-DEFICIENCY ACT

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

9. NO WAIVER

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, this ____ day of _____ 2016.

UNITED STATES OF AMERICA

By: _____

Brenda Johnson-Turner
Director of Real Estate

NOTARIAL CERTIFICATE**DISTRICT OF COLUMBIA } SS:**

I, a Notary Public in and for the District of Columbia, do hereby certify that this _____ day of _____, _____, Real Estate Contracting Officer, Headquarters, United States Army Corps of Engineers, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the forgoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Notary Public

ACCEPTANCE BY GRANTEE

GRANTEE, hereby accepts this Deed Without Warranty for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions and terms contained therein, this ____ day of _____ 2016.

GRANTEE:

By: _____

STATE OF TEXAS}

SS:

COUNTY OF BOWIE}

I, the undersigned, a Notary Public in and for the State of Texas, County of Bowie, do hereby certify that this day personally appeared before me _____, whose name is signed to the foregoing instrument and who acknowledged the same to be his free act and deed on the date shown, and acknowledged the same for and on behalf of the **GRANTEE**.

Notary Public for State of Texas

Printed Name: _____

My Commission Expires: _____

EXHIBIT A**Legal Description**

All that certain lot, tract or parcel of land lying and situated in the William F. Thompson Headright Survey, Abstract 565, Bowie County, Texas, being a part of that certain tract of land described as Tract No. 513, with 93 acres in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 189, Page 475 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from The Scottish American Mortgage Company, Limited to C. W. Jones, dated April 8, 1940, recorded in Volume 173, Page 309 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 512 in the deed from James Hubbard, et ux, to the United States of America, dated April 15, 1942, recorded in Volume 190, Page 298 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from L. A. Garries, et ux, to J. Chambers, et ux, dated August 20, 1898, recorded in Volume 20, Page 559 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 511 (1) in the deed from Bob Phillips to the United States of America, dated January 14, 1942, recorded in Volume 183, Page 577 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 426 acres in the deed from P. T. Daniels, et ux, to Lee Tidwell, et al, dated March 4, 1914, recorded in Volume 69, Page 562 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 515 in the deed from Berta Lee Hubbard to United States of America, dated May 26, 1942, recorded in Volume 190, Page 424 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as the Second Tract, with 36.8 acres in the deed from A. B. Barfield, et ux, to Berta Lee Hubbard, dated February 18, 1941, recorded in Volume 182, Page 128 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 516 in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 184, Page 148 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 518(2) in the deed from Berta Lee Hubbard to the United States of America, dated May 28, 1942, recorded in Volume 190, Page 425 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as the First Tract, with 26.8 acres in the deed from A. B. Barfield, et ux, to Berta Lee Hubbard, dated February 18, 1941 recorded in Volume 182, Page 128 of the Deed Records of Bowie County, Texas, all part of that certain tract of land described as Tract No. 511 (2) in the deed from Bob Phillips to the United States of America, dated January 14, 1942, recorded in Volume 183, Page 577 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 426 acres in the deed from P. T. Daniels, et ux, to Lee Tidwell, et al, dated March 4, 1914, recorded in Volume 69, Page 562 of the Deed Records of Bowie County, Texas, all part of that certain tract of land described as Tract No. 517 in the deed from Leon Missildine, et ux, to the United States of America, dated May 29, 1942, recorded in Volume 188, Page 614 of the Deed Records of Bowie County, Texas, all part of that certain tract of land described as Tract No. 641, with 1.5 acres in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 184, Page 478 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from Leon Missildine, et ux, to the City of New Boston, dated April 11, 1941, recorded in Volume 182, Page 205 of the Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2 inch aluminum monument found for a corner (control monument no. 1), stamped SAM, lying in the South right-of-way line of the Texas and Pacific Railway Company Railroad and the North line of the said Tract No. 513, the Northeast corner of that certain tract of land described as 27.31

acres in the Easement for Road or Street from Department of the Army to the State of Texas, dated February 18, 1960, recorded in Volume 382, Page 98 of the Deed Records of Bowie County, Texas,

THENCE North 83 degrees 59 minutes 49 seconds East a distance of 2596.03 feet along the South line of the said Railway, the North line of the said Tract No. 513, and the North line of the said Tract No. 512 to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, said corner bears South 83 degrees 59 minutes 49 seconds West (basis of bearings) a distance of 12805.26 feet from a 5/8 steel rod found for a corner, capped Huitt-Zollars (control monuments no. 2);

THENCE South 06 degrees 28 minutes 19 seconds East a distance of 2137.53 feet to the beginning of a circular curve to the left, tangent to said line to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533;

THENCE in a Southeasterly direction along the arc of the said circular curve a distance of 516.63 feet, with a delta angle of 27 degrees 32 minutes 08 seconds, a radius of 1075.00 feet, a chord bearings of South 20 degrees 14 minutes 34 seconds East, and a chord distance of 511.67 feet to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at the end of the said circular;

THENCE South 34 degrees 00 minutes 27 seconds East tangent to said curve, a distance of 1694.82 feet 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533,;

THENCE South 84 degrees 03 minutes 27 seconds West a distance of 4761.99 feet 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, lying on the East line of the said 27.31 acre tract;

THENCE North 15 degrees 38 minutes 06 seconds East a distance of 2769.65 feet along the East line of the said 27.31 acre tract to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at an angle point;

THENCE North 04 degrees 26 minutes 09 seconds East at a distance of 362.87 feet passing a Type II TxDOT right-of-way marker found 6.40 feet East of the property line, continuing in all a distance of 1112.40 feet along the East line of the said 27.31 acre tract to a Type I TxDOT right-of-way marker found for a corner, at an angle point;

THENCE North 05 degrees 29 minutes 59 seconds West a distance of 456.31 feet along the East line of the said 27.31 to the point of beginning and containing 310.664 acres of land, at the time of this survey. The bearings are based on Grid North within the "Texas Coordinate System of 1983, North Central Zone", NAD83 (CORS96, EPOCH2002.0), with a bearing of North 83 degrees 59 minutes 49 seconds East. The combined scale factor to go from grid to surface is 1.00012. The following control monuments were used to establish the basis of bearings:

Control Monument No. 1
N = 7238243.8018
E = 3216294.5897

Control Monument No. 2
N = 7239854.2960
E = 3231609.5860

EXHIBIT B
ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications are incorporated herein to ensure protection of human health and the environment.

1. NOTICE OF PESTICIDE APPLICATIONS

A. The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantee further acknowledges that where a pesticide was applied by the Grantor or at the Grantor's direction, the pesticide was applied in accordance with its intended purpose and consistently with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations.

B. The Grantee covenants and agrees that if the Grantee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefore

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Former Portion Red River Army Depot
Highway 82, New Boston, TX 75570
SALE #FTWOR716010001
IFB #: USACE-R-1821
REGISTRATION DEPOSIT: \$20,000.00

USERNAME: _____
 (as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: (_____) _____ Fax: (_____) _____
 E-mail: _____ @ _____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 15, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
☐ A partnership consisting of _____
☐ A trustee, acting for _____

THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE

- ☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability company _____
☐ Other _____

Registration Deposit (check one):

☐ By certified or cashier's check made payable to the **U.S. General Services Administration**
 TIN or SS# _____ (please provide to expedite refund)

☐ By Credit/Debit Card: _____ Exp: ____/____ CSC/CVC _____

- ☐ Visa ☐ MasterCard ☐ Debit
☐ Discover ☐ American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within thirty (30) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. USACE-R-1821 including the Property Description, Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bids placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
 Real Property Utilization and Disposal (7PZ)
 819 Taylor Street, Room 11A30
 Fort Worth, TX 76102-6103
 Attn: Joe Potter

FAX: (817) 978-3007
 E-Mail: fwrealestatesales@gsa.gov

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Page 15, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

**Former Portion Red River Army Depot
Highway 82
New Boston, Texas 75570**

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE
CORPORATION/ORGANIZATION).**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is
within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)